

Dispensing Group B.V. on the appropriateness of the requested TRO.

The Court further finds that if an ex parte TRO is not issued, immediate and irreparable injury, loss, or damage may result to Plaintiff before Defendants can be heard in opposition. This injury consists of, but may not be limited to, the disclosure of confidential information as defined in the Confidentiality Agreement between the parties, dated December 9, 2009 (Doc. #13-11), and incorporated into the Supply Agreement between the parties, dated December 18, 2009 (Doc. #13-1). The threatened injury to Plaintiff also includes competition by Defendants, in breach of Section 1(k) of the Supply Agreement. Pursuant to the Supply Agreement and the Confidentiality Agreement, the obligations of Defendants (i) not to compete in violation of Section 1(k) and (ii) not to disclose confidential information appear to survive the termination of the Supply Agreement and the Confidentiality Agreement.

The Court finds that the remaining relevant factors, as set forth in Dataphase Sys., Inc. v. C L Sys., Inc., 640 F.2d 109, 113 (8th Cir. 1981) (en banc), weigh in favor of issuing a TRO. A TRO is necessary and proper in light of the balance between the harm Plaintiff would suffer absent the TRO, and the injury that granting the TRO may inflict on Defendants, as well as the likelihood of Plaintiff's success on the merits.

Accordingly,

IT IS HEREBY ORDERED that Plaintiff's motion for a TRO (Doc. #11) is **GRANTED**, to remain in effect until further order of the Court, not to exceed 14 days. Defendants are enjoined from disclosing and using any "confidential information,"


pursuant to the terms of the Supply Agreement and Confidentiality Agreement, except for use in this or any other litigation or arbitration between the parties, or as may be ordered by any court.

Defendants are further enjoined from directly or indirectly developing, or assisting in the development of, or manufacturing, or causing, licensing, or otherwise permitting to be manufactured, the Product which is intended for use or sale in the Territory, as such terms are defined in the Supply Agreement, and as further set forth in Section 1(k) of the Supply Agreement.

IT IS HEREBY ORDERED that Plaintiff shall cause a copy of this Order to be communicated immediately to Defendants, and shall proceed with all due speed to obtain service on Defendants in accordance with Federal Rule of Civil Procedure 4.

IT IS FURTHER ORDERED that a bond, or a deposit in lieu of a bond, in the amount of \$75,000 shall be posted by Plaintiff no later than **July 28, 2010, at 5:00 p.m.**

IT IS FURTHER ORDERED that a hearing is set on Plaintiff's motion for a preliminary injunction on **August 6, 2010, at 9:00 a.m.**


AUDREY G. FLEISSIG
UNITED STATES DISTRICT JUDGE

Dated this 27th day of July, 2010, at 1:44 p.m.